

**U.S. DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON**

CASCADE MARITIME RESOURCES LLC,

IN ADMIRALTY

VS

INDUSTRIAL POWER SUPPLY, INC., doing
business as SKAGIT HYDRAULICS.

Defendants.

Case No.:

**COMPLAINT FOR BREACH
OF REPAIR CONTRACT
AND
BREACH OF WARRANTY**

COMES NOW plaintiff CASCADE MARITIME RESOURCES LLC, by and through its attorneys, Holmes Weddle & Barcott, P.C., and complains against defendant INDUSTRIAL POWER SUPPLY, INC., doing business as SKAGIT HYDRAULICS, as set forth below:

J PARTIES

1. Plaintiff CASCADE MARITIME RESOURCES LLC (“CMR”) is and at all material times a limited liability corporation organized and existing under the laws of the State of Washington and engaged in the business of owning and operating the passenger vessel CASCADIA, O.N. 981640.

2. Defendant INDUSTRIAL POWER SUPPLY, INC is a Washington corporation, doing business as SKAGIT HYDRAULICS (“SH”), with its principal office in the State of Washington, which performs hydraulic repair in the Western District of Washington.

COMPLAINT - 1

HOLMES WEDDLE & BARCOTT, PC
3101 WESTERN AVENUE, SUITE 500
SEATTLE, WA 98121-3071
TELEPHONE (206) 292-8008
FAX (206) 340-0289

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II. JURISDICTION AND VENUE

3. Subject matter Jurisdiction is based upon 28 U.S.C. §1333, admiralty, and 28 U.S.C. §1331, federal question, specifically 46 U.S.C. §31343. This is an admiralty or maritime claim within the meaning of Fed. R. Civ. P. 9(h).

4. This Court has personal jurisdiction over Defendant and venue is proper since Defendant does business in this District and all acts and omissions which form the basis for this Complaint occurred in this District.

III. FACTUAL BACKGROUND

5. CMR purchased the Vessel in April 2018 and began refurbishment and refit work on the Vessel in May 2018.

6. In August 2018 CMR was referred to SH to perform repair, design, replacement and installation work on the hydraulic systems of the vessel CASCADIA (“the Vessel”).

7. Prior to reaching an agreement, CMR and SH discussed the Vessel and the anticipated scope of work. SH represented to CMR that SH was experienced in marine hydraulic systems, qualified to perform the work, understood the scope of work and requirements, and could perform the requested work in a timely and competent manner.

8. Following these representations by SH to CMR, the parties entered into an oral contract for repair, design, replacement and installation work on the hydraulic systems of the Vessel and for preparation of a schematic of the Vessel's hydraulic system. The planned work covered many aspects of the hydraulic system, including troubleshooting and repairing the existing hydraulic system and components, as well as design/install of a newer upgraded hydraulic system to operate the hydraulic pumps for various systems on the Vessel.

COMPLAINT - 2

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1 9. Despite its agreement and representations, SH failed to perform timely repair,
 2 replacement, and upgrade work on the Vessel as agreed. The work that was performed by SH
 3 on the Vessel was inadequate, not as agreed, and failed to meet with marine or industry standards.
 4 This included incorrect design and installation of hydraulic components, improper installation
 5 techniques, and similar problems. SH further provided components to the Vessel about which it
 6 misrepresented the character and quality of those components.

7 10. As a result of SH's failure to perform work, improper or inadequate work, and the
 8 defective hydraulic systems installed, CMR has been forced to perform corrective repairs to the
 9 Vessel's hydraulic system. Thus far, CMR has incurred repair costs of \$15,773.55 as a direct
 10 result of SH's inadequate work. Further repair charges exceeding \$15,000 are anticipated to cure
 11 the defective or inadequate design and installation work by SH.

12 11. In addition to repair costs incurred by CMR as a result of SH's acts and omissions,
 13 CMR has lost income from the Vessel's charter business in an amount no less than \$8,000. CMR
 14 has further incurred other consequential and incidental damages, including additional loss of use,
 15 as a result of SH's conduct in an amount to be proven at trial.

16 **IV. FIRST CAUSE OF ACTION - BREACH OF CONTRACT**

17 12. Plaintiff realleges the foregoing as if fully set forth.

18 13. The parties entered into a contract for repairs to the Vessel. This is a maritime
 19 contract. Under the parties' agreement, SH was required to competently perform the agreed
 20 design, repair, and installation work on the Vessel's hydraulic systems in a timely manner. By
 21 failing perform the agreed work in a timely or workmanlike manner, by failing to perform repair
 22 and replacement work up to marine industry standards, and by providing incorrect components,
 23 SH breached its contract with CMR.

14. As a result of SH's breach of contract, CMR has sustained damages in a liquidated amount of \$23,773.55, and in further amounts exceeding \$15,000 as may be proven at trial.

**V. SECOND CAUSE OF ACTION -
BREACH OF WARRANTY OF WORKMANLIKE SERVICE**

15. Plaintiff realleges the foregoing as if fully set forth.

16. By failing for perform repair and replacement work on the Vessel to a workmanlike standard, by failing to competently design, repair, and install systems and components on the Vessel as agreed, and by causing damage to the Vessel and necessitating further repair, SH breached it warranty of workmanlike service to CMR.

17. As a result of its breach of warranty, SH is liable to CMR for direct and consequential damages in a liquidated amount of \$23,773.55, and in further amounts exceeding \$15,000 as may be proven at trial.

VI. RELIEF REQUESTED

WHEREFORE, Plaintiff pray for judgment as follows:

1. For a judgment in favor of Plaintiff against Defendant awarding damages for any and all consequences of SH's improper repair and installation work, and SH's delays in completion, in a liquidated amount of \$23,773.55, and for further amounts exceeding \$15,000 as may be proven at trial.

2. For an award of attorney's fees and costs incurred in bringing this action as allowed by law;

3. For other such further relief as the Court may deem just and equitable.

COMPLAINT - 4
No.

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3101 WESTERN AVENUE, SUITE 500
SEATTLE, WA 98121-3071
TELEPHONE (206) 292-8008
FAX (206) 340-0289

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2 DATED this 14th day of January, 2020.
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4

5 s/ Lafcadio Darling
6 Lafcadio Darling, WSBA #29963
7 HOLMES WEDDLE & BARCOTT, PC
8 3101 Western Avenue, Suite 500
9 Seattle, Washington 98121-3071
10 Telephone: (206) 292-8008
11 Facsimile: (206) 340-0289
12 Email: ldarling@hwb-law.com
13 Attorneys for Plaintiff Cascade Maritime
14 Resources LLC
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COMPLAINT - 5
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HOLMES WEDDLE & BARCOTT, PC
3101 WESTERN AVENUE, SUITE 500
SEATTLE, WA 98121-3071
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